

REMARKS/ARGUMENTS

This Amendment and the following remarks are intended to fully respond to the Office Action mailed September 20, 2007. In that Office Action, claims 1-27 were examined, and all claims were rejected. More specifically, claims 1-21 and 27 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,146,273 to Olsen (“Olsen”), in view of U.S. Publication No. 2002/0045475 to Glavich (“Glavich”) in further view of U.S. Publication No. 2003/0203752 to Kaminkow et al. (Kaminkow). Claims 22-26 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Olsen in view of U.S. Patent No. 6,612,927 to Slomiany (“Slomiany”). Reconsideration of these rejections, as they might apply to the original and amended claims in view of these remarks, is respectfully requested.

In this Response, claims 1, 4, 11, 16, and 22 have been amended. No new matter has been added.

Kaminkow does not qualify as prior art

Applicant notes that Kaminkow was filed on July 9, 2002 and claims priority to a provisional application filed on April 30, 2002. The elements of the claim that are being rejected in view of Kaminkow are entitled to the priority date of Application number 10/095,795 filed on March 11, 2002. As such, Kaminkow does not qualify as prior art with respect to those elements of the claim.

Claim Rejections – 35 U.S.C. § 103

Claims 1-21 and 27 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Olsen in view of Glavich and in further view of Kaminkow.

Claim 1 recites in part:

initiating a variable period of play for a game operating on
the gaming device, wherein the variable period of play occurs each
time a single wager is made

Neither Olsen nor Glavich disclose at least the above recited limitations of claim 1.

Olsen discloses a controller for a gambling machine that provides three areas of randomness. One of the areas of randomness is a random selection of eligible machines that are awarded bonus jackpots for an indeterminate length of time. (Olsen, col. 6, lines 44-46). “Only eligible machines are entitled to receive bonus jackpots during this bonus award time period and those eligible machines are randomly selected by random player selector process.” (Olsen, col. 6, lines 47-50). The bonus time period is a randomly generated event controlled by the controller (Olsen, col. 7, lines 50-60), and “the timing of [the bonus mode time period] is unexpected and comes as a surprise to all eligible players playing gaming machines (Olsen, col. 8, lines 5-6).

In contrast, Applicant’s claim recites “initiating a variable period of play for a game operating on the gaming device, wherein the variable period of play occurs each time a single wager is made.” Even if it were assumed that the bonus round of Olsen was a variable period of play as claimed in Applicant’s claim 1, Olsen still does not disclose or suggest that the variable period of play is initiated by a single wager. Thus, a player using the method as claimed in claim 1 is guaranteed a variable period of play when a single wager is made, not by being randomly selected to participate in a bonus round at a random time as described in Olsen.

Glavich discloses a bonus round of a gaming device that enables a player to select one choice or selection in a plurality of groups. (Glavich, para. 42, lines 2-3). If the player does not select a terminating symbol or the selection does not have a terminating symbol associated with it, the player is awarded an achievement bonus. (Glavich, para. 42, lines 4-8). Glavich does not disclose or suggest initiating, with a single wager, a variable period of play for a game operating on the gaming device as recited in claim 1.

As neither Olsen nor Glavich, disclose at least the above recited limitations of claim 1, the recited combination of these references does not establish a *prima facie* case of obviousness with respect claim 1. As claims 2-10 depend from claim 1, claims 2-10 are not rendered obvious by the recited combination of references.

Claim 11 recites in part:

initiating a session period of play for a game operating on
the gaming device, wherein the session period of play occurs each
time a single wager is made

Applicant reiterates the arguments made above with respect to claim 1 that neither Olsen nor Glavich disclose at least the above recited limitations of claim 11. As such, even if the references could be combined in the manner suggested in the office action, the combination would still lack at least the above recited limitation of claim 11. As claims 12-15 depend from claim 11, claims 12-15 are not rendered obvious by the recited combination of references.

Claim 16 recites in part:

initiating a session period of play, wherein the session
period of play occurs each time a single wager is made and
wherein a player is granted a predetermined number of game plays
for a first game operating on the gaming device

Applicant reiterates the arguments made above with respect to claim 1. As neither Olsen nor Glavich disclose at least the above recited limitations of claim 16, the recited combination of these references does not establish a *prima facie* case of obviousness with respect claim 16. As claims 17-21 depend from claim 16, claims 17-21 are not rendered obvious by the recited combination of references.

Claim 27 depends from claim 22 and, as will be described below, claim 22 is allowable over the cited references. Because claim 27 depends from claim 22, claim 27 is allowable over the cited references for at least the same reasons as claim 22.

Claims 22-26 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Olsen in view of Slomiany.

Claim 22 recites in part:

initiating a session period of play, wherein the session
period of play occurs each time a single wager is made and
wherein a player is granted a predetermined number of game plays
for a game operating on the gaming device

As described above, Olsen discloses a bonus time period that is randomly generated by a controller, the timing of which is unexpected and surprises eligible players playing the gaming machines. (See Olsen, col. 7, lines 50-60; col. 8, lines 5-6). Thus, the bonus award of Olsen occurs randomly and does not “initiat[e], a session period of play, wherein the session period of play occurs each time a single wager is made and wherein a player is granted a predetermined number of game plays for a game operating on the gaming device” as recited in Applicant’s claim 22.

Slomiany discloses a three stage, multi-line, multi-coin video slot machine. (Slomiany, col. 7, lines 21-23). In order for a player to move from a first stage of the game to a subsequent stage, a player must win on the current stage or obtain a special symbol while paying in certain configurations. (Slomiany, col. 8, lines 6-9). In contrast, Applicant’s claim discloses “initiating a session period of play, wherein the session period of play occurs each time a single wager is made and wherein a player is granted a predetermined number of game plays for a game operating on the gaming device.” In Applicant’s claim, a player is granted a predetermined number of game plays regardless of a win or loss.

As neither Olsen nor Slomiany, either alone, or in combination, disclose at least the above recited limitations of claim 22, the recited combination of these references does not establish a *prima facie* case of obviousness with respect claim 22. As claims 23-26 depend from claim 22, claims 23-26 are not rendered obvious by the recited combination of references.

Conclusion

This Amendment fully responds to the Office Action mailed on September 20, 2007. Still, the Office Action may contain arguments and rejections that are not directly addressed by this Amendment because they are rendered moot in light of the preceding arguments in favor of patentability. Hence, failure of this Amendment to directly address an argument raised in the Office Action should not be taken as an indication that the Applicant believes the argument has merit. Additionally, failure to address statements/comments made by the Examiner does not mean that the Applicants acquiesce to such statements or comments. Furthermore, the claims of the present application may include other elements, not discussed in this Amendment, which are not shown, taught, or otherwise suggested by the art of record. Accordingly, the preceding arguments in favor of patentability are advanced without prejudice to other bases of patentability.

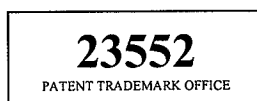
It is believed that no fees are due with this Amendment. However, the Commissioner is hereby authorized to charge any deficiencies or credit any overpayment with respect to this patent application to deposit account number 13-2725.

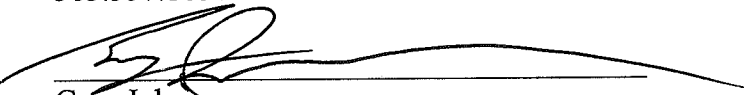
In light of the above remarks and amendments, it is believed that the application is now in condition for allowance and such action is respectfully requested. Should any additional issues need to be resolved, the Examiner is requested to telephone the undersigned to attempt to resolve those issues.

Respectfully submitted,

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